of its opinion, however, the court said, "If such right exists at all, we should hold it to be a matter of judicial discretion with the trial court, to be exercised only in cases of extreme necessity, and not a subject of review on appeal to this court. * * * No such necessity is made to appear."

EXPLOSIVES—LIABILITY FOR INJURY CAUSED BY BLASTING WITHOUT NEGLIGENCE.—Defendant was constructing a dam and did a large amount of heavy blasting extending over a period of two years. Plaintiff, the owner of two lots with houses thereon situated some distance from the dam, brings his action for damages, alleging that the blasting was so powerful and so long continued that it had injured his buildings by loosening plaster, cracking the walls, breaking glass, etc., to his damage of $3,000. At the trial it appeared that there had been no rocks or other material cast upon plaintiff's premises by the blasting, and that the injury was caused solely "from the air concussion or earth vibration" set in action by the blasting. Defendants then maintained that they were not liable unless shown to be negligent, but the court *held,* "that a showing of negligence is not essential to the liability of a party who uses the dangerous agency of powerful explosives in such place or in such manner that the natural and proximate result thereof is injury to the person or property of another," and the plaintiff recovered judgment for $500 without any proof as to defendant's negligence. *Watson* v. *Mississippi River Power Co.,* (Iowa 1916) 156 N. W. 188.

The question raised in this case is not a new one although a case of first impression in Iowa. In holding the defendant liable, although the proof showed affirmatively that there was no negligence, Iowa has arrayed itself with the great weight of authority, numerically speaking. *Fitzsimmons* v. *Braun,* 199 Ill. 390, 59 L. R. A. 421; *Calton* v. *Onderdonk,* 69 Cal. 155, 58 Am. Rep. 556; *Hickey* v. *McCabe,* 30 R. I. 346; *Louden* v. *Cincinnati,* 90 Oh. St. 144, L. R. A. 1915E 356; *Gossett* v. *R. R. Co.,* 115 Tenn. 376, 1 L. R. A. N. S. 97; *Longtin* v. *Persell,* 30 Mont. 306, 65 L. R. A. 655, 104 Am. St. Rep. 723, 2 Ann. Cas. 198; THOMPSON, NEGLIGENCE, § 764. The decisions contra rest themselves on the ground of public policy and the ground that there is no technical trespass. In *Booth* v. *Rome, etc., Terminal Co.,* 140 N. Y. 267, 24 L. R. A. 105, 37 Am. St. Rep. 552, the leading case expressing this view, the court said: "The blasting was necessary, was carefully done, and the injury was consequential. There was no technical trespass. Under these circumstances we think the plaintiff has no legal grounds of complaint. The protection of property is doubtless one of the great reasons for government. But it is equal protection to all which the law seeks to secure. The rule governing the rights of adjacent land-owners in the use of their property seeks an adjustment of conflicting interests through a reconciliation by compromise, each surrendering something of his absolute freedom so that both may live." In accord are: *Brenner* v. *Dredging Co.,* 134 N. Y. 156, 17 L. R. A. 220; *Simm* v. *Henry,* 62 N. J. Law 486; *McGinnis* v. *Gas Co.,* 220 Mass. 575, L. R. A. 1915D 1080. In the case of *Louden* v. *Cincinnati,* supra, the court very aptly points out why the question of negligence should not be material, in the following words: "If the means employed will, in the

very nature of things, injure and destroy his neighbor's property, notwithstanding the highest possible care is used in the handling of the destructive agency, the result to the adjoining property is just as disastrous as if negligence had intervened. If one may knowingly destroy his neighbor's property in the improvement of his own it is little consolation to the neighbor to know that his property was destroyed with due care and in a scientific manner."

FRAUD—CONDUCT OF NEWSPAPER "POPULARITY CONTEST."—Defendant, owner of a weekly newspaper, organized a "popularity" contest in order to increase the number of his subscribers. He advertised the terms of the contest, including the number of votes to be given for each dollar in renewals, in new subscriptions, and in collections, and announced that "no votes can be bought or otherwise secured" except in the manner outlined. The winner was to receive an automobile. Two days before the close of the contest he turned the ballot-box over to one Collins with instructions to receive any lump sum of money offered and "vote it" for the candidate desired. X deposited $100 without any list of subscribers, voting the 50,000 votes thus obtained for his daughter. At the count the ten ballots representing the $100 were protested by plaintiff, but were allowed and Miss X won the contest by a plurality of 45,490 over plaintiff. If these 50,000 votes had been disallowed, plaintiff would have won by a plurality of 4,510 votes. Plaintiff in an action for damages for fraudulent manipulation of the contest was allowed to recover the value of the prize offered on the ground of an implied contract. *Smead* v. *Stearns,* (Iowa, 1915), 155 N. W. 307.

This case is chiefly of interest as showing what are the rights of a contestant in any of the numerous popularity contests. The court went so far as to intimate that if a list of subscribers had been submitted with these extra ballots, and the names of persons placed thereon without their knowledge that this would not have changed their decision, as such subscriptions would not be "bona-fide." The case of *Ashton* v. *Stoy,* 96 Ia. 197, 64 N. W. 804, would seem to support this dictum.

HUSBAND AND WIFE—WIFE'S LIABILITY ON COVENANTS IN DEED OF HUSBAND'S LANDS.—Defendants, husband and wife, joined in a warranty deed of their home farm, owned by the husband, to plaintiff, who now sues for breach of certain covenants in the deed. *Held* that the wife was not liable on the covenants even under a statute enabling a married woman to contract as a feme sole. *French* v. *Slack,* (Vt. 1915) 96 Atl. 6.

It has been the common law doctrine in the United States that a married woman, because of her inability to contract, was not liable in damages on any covenants for title in conveyances of her own estate. *Strawn* v. *Strawn,* 5 Ill. 33; *Fow er* v. *Shearer,* 7 Mass. 21; *Martin* v. *Dwelly,* 6 Wend. 9; *Hovey* v. *Smith,* 22 Mich. 170; *Wadleigh* v. *Gaines,* 6 N. H. 17; *Sawyer* v. *Little,* 4 Vt. 414. The English doctrine established in *Wotton* v. *Hele,* 2 Saund. 177, that if husband and wife convey her land by fine with warranty, an action will lie against her, seems contrary to the principle of the wife's inability to contract, and has not been adopted in this country. 2 KENT, COMM. *167.